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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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Chapter 11

In re:

Case No.: 18-23538-rdd
(Jointly Administered)

**SEARS HOLDING CORPORATION,
ET AL.,**

Debtors.

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**OBJECTION OF AVENEL REALTY ASSOCIATES, LLC TO THE CURE
NOTICE FOR THE LEASE OF THE PROPERTY LOCATED AT 1550
ST. GEORGE AVENUE, AVENEL, N.J. AND RESERVATION OF RIGHTS**

Avenel Realty Associates, LLC (“Avenel”), by and through their counsel, **Robinson Brog Leinwand Greene Genovese & Gluck P.C.**, objects to the proposed assumption, assignment and cure amount (“Cure Notice”) related to the lease for the non-residential real property located at **1550 St. George Avenue, Avenel, N.J., Store No. 3438** (the “Property”).

I. BACKGROUND

1. On October 15, 2018 (the “Petition Date”), the Debtors commenced these voluntary cases under Chapter 11 of the United States Bankruptcy Code.

2. On January 18, 2019, the Debtors filed their Cure Notice.

3. Avenel is a party to a lease, by way of assignments, originally dated September 20, 1977, and as further modified, amended and assigned (the “Lease”).

4. The Cure Notice provides for a \$0.00 cure payment with respect to the Lease.

II. OBJECTION TO CURE

5. Avenel objects to the Cure Notice as a substantial cure payment greater than asserted is required in order to cure the monetary defaults in the Lease.

6. Pursuant to the Lease, the tenant is required to make timely payments for various items, including rent, real estate taxes, other charges and fees (the "Lease Charges").

7. Attached as Exhibit A is a schedule showing the outstanding and unpaid Lease Charges as of January 25, 2019 (the "Cure Amount"). The Cure Amount is \$115,880.56 plus unbilled legal fees.

III. RESERVATION OF RIGHTS

8. Avenel reserves all rights and remedies including, but not limited to, objecting to the proposed assumption and assignment of the lease on all grounds including, *inter alia*, the requirement that Avenel receives adequate assurance of future performance as required by applicable law.

WHEREFORE, Avenel respectfully requests that the Court enter an appropriate Order providing for the correct cure or otherwise that the Lease cannot be assumed and assigned without complying with 11 U.S.C. §365 and other applicable law.

Dated: New York, New York
January 25, 2019

**ROBINSON BROG LEINWAND
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By: /S/Robert M. Sasloff
Robert M. Sasloff

EXHIBIT A

Unpaid Charges
KMart #3438 (kmart)
1550 St. George Ave. (Avenel)

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
11/30/18	Real Estate Taxes 4th Qtr	9,689.70		9,689.70
01/08/19	Repairs(Advanced Pavement Group Inv#2499	23,407.25		33,096.95
01/24/19	Real Estate Taxes 1st Qtr of 2019	56,476.11		89,573.06
02/01/19	Rent (02/2019)	26,307.50		115,880.56

Current	30 Days	60 Days	90 Days	Amount Due
79,883.36	9,689.70	0.00	0.00	115,880.56